



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the State Route 99/Harney Lane Interim Improvement Project and Appropriating Funds in the Amount of \$1,500,000 for the Total Project:

- A. Knife River Construction, of Stockton, for Construction (\$944,450)
- B. Mark Thomas & Company, of Sacramento, for Construction Administration (\$175,400)
- C. Fehr & Peers Transportation Consultants, of Roseville, for Traffic Signal Coordination (\$13,990)
- D. San Joaquin Council of Governments (SJCOG) for Incidental Take Minimization Measures Agreement (\$26,452.68)

MEETING DATE: October 20, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreements with the following entities for the State Route 99/Harney Lane Interim Improvement Project and appropriating funds in the amount of \$1,500,000 for the total project:

- A. Knife River Construction, of Stockton, for construction (\$944,450)
- B. Mark Thomas & Company, of Sacramento, for construction administration (\$175,400)
- C. Fehr & Peers Transportation Consultants, of Roseville, for traffic signal coordination (\$13,990)
- D. SJCOG for Incidental Take Minimization Measures Agreement (\$26,452.68)

BACKGROUND INFORMATION: This project consists of widening Harney Lane, Cherokee Lane, and East State Route 99 Frontage Road; installing traffic signals at the intersections of Harney Lane/Cherokee Lane and Harney Lane/East State Route 99 Frontage Road; and other incidental and related work, all as shown on the plans and specification for the above project.

The project is needed to accommodate increased traffic associated with future development. Funding for the project is from Reynolds Ranch developers, Regional Traffic Impact Fees, and Lodi Streets Development Impact Fees. The total cost of the project is estimated to be \$1,500,000, including construction and construction administration. Included in this cost is the purchase of traffic signal equipment, permit fees, electrical service costs, professional services for construction administration, and other miscellaneous and related costs.

Staff recommends authorizing the City Manager to execute agreements with Knife River Construction (Exhibit A) for construction; Mark Thomas & Company (Exhibit B), the design engineer for this project, to perform construction administration, construction surveying, and inspection services; Fehr & Peers Transportation Consultants (Exhibit C) to program the traffic signal coordination services on the new traffic signals for this project; and SJCOG (Exhibit D) for the Incidental Take Minimization Measures (ITMM) Agreement.

This project has been reviewed by SJCOG coverage by the San Joaquin Multi-Species Habitat Conservation Plan (SJMSHCP). The City is required to execute an ITMM Agreement prior to the ground disturbance at the project site. The SJMSHCP fee is \$26,452.68.

APPROVED:

Konrad Bartlam, Interim City Manager

Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the State Route 99/Harney Lane Interim Improvement Project and Appropriating Funds in the Amount of \$1,500,000 for the Total Project:

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October 20, 2010

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The project budget is summarized in the following table:

A. Knife River Construction	\$944,450.35
B. Mark Thomas & Company	\$ 175,400.00
C. Fehr & Peers	\$ 13,900.00
D. SJMSHCP Fees	\$26,452.68
E. Pre-Purchased Signal Equipment	\$39,520.00
F. Contingency	\$300,269.37
TOTAL PROJECT BUDGET	\$ 1,500,000.00

Plans and specifications for this project were approved on August 18, 2010. The City received the following five bids for this project on September 29, 2010.

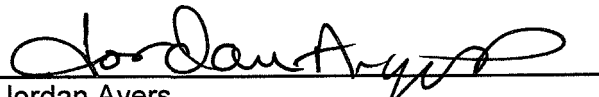
Bidder	Location	Base Bid
Engineer's Estimate		\$1,357,325.00
Knife River Construction	Stockton	\$944,450.35
George Reed, Inc.	Modesto	\$969,133.50
Teichert Construction	Stockton	\$973,663.68
Granite Construction	Stockton	\$1,124,037.00
Bay Cities Paving & Grading	Concord	\$1,234,135.66

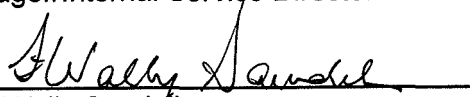
FISCAL IMPACT:

The project will increase the long-term maintenance cost of the added pavement sections and traffic signals. Lodi Community Facilities District No. 2007-1 special taxes will offset these added costs in the long term.

FUNDING AVAILABLE:

Requested Appropriation:	
Regional Transportation Impact Fees (338)	\$690,000
Measure K (325)	\$60,000
Developer Funds	\$750,000
Project Estimate:	<u>\$1,500,000</u>


Jordan Ayers
Deputy City Manager/Internal Service Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pjt
Attachments
cc: City Attorney
Senior Civil Engineer Chang
Kim Whitney, Capital Projects Group
Kenneth Doty, Mark Thomas & Company

Streets and Drainage Manager
Knife River Construction
Dale Gillespie, RMC Company

CONTRACT**HARNEY LANE/ROUTE 99 SIGNALIZATION PROJECT****CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and KNIFE RIVER CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-1, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work, in general, consists of constructing new pavement, pavement grinding, removing and replacing curb, installing traffic signals and street lighting, installing a fiber optic signal interconnect, traffic striping, pavement markings and markers. The work includes, but is not necessarily limited to, the following:

- a) Relocation of chain link fence
- b) Removal of trees
- c) Pavement grinding
- d) Removal of existing pavement and facilities
- e) Roadside sign removal, relocation and installation of new signs
- f) Construction of drainage facilities
- g) Widening of Harney Lane, Cherokee Lane, and Northbound On-Ramp
- h) Install traffic signals and roadway safety lighting at the Cherokee Lane/Harney Lane and East Frontage Road/Harney Lane intersections

Perform the work necessary to widen the roadway and install the signals, all as shown on the plans and specifications for "Harney Lane/Route 99 Signalization Project".

CONTRACT ITEMS

ITEM NO	ITEM TYPE	BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	--	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$1,400.00	\$1,400.00
2	--	TEMPORARY FENCE (ESA)	LF	970	\$2.20	\$2,134.00
3	--	CONSTRUCTION SITE MANAGEMENT	LS	1	\$4,000.00	\$4,000.00
4	--	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$1,500.00	\$1,500.00
5	--	TEMPORARY FIBER ROLL	LF	2110	\$1.90	\$4,009.00
6	--	TEMPORARY SILT FENCE	LF	900	\$1.90	\$1,710.00

7	--	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	\$1,600.00	\$1,600.00
8	--	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$1,750.00	\$1,750.00
9	--	TEMPORARY DRAINAGE INLET PROTECTION	EA	3	\$105.00	\$315.00
10	--	TEMPORARY SAND BAG BARRIER	LF	465	\$5.00	\$2,325.00
11	--	STREET SWEEPING	LS	1	\$11,000.00	\$11,000.00
12	--	STORM WATER ANNUAL REPORT	EA	1	\$500.00	\$500.00
13	--	CONSTRUCTION AREA SIGNS	LS	1	\$17,500.00	\$17,500.00
14	--	TRAFFIC CONTROL SYSTEM	LS	1	\$37,000.00	\$37,000.00
15	--	TYPE III BARRICADE	EA	22	\$100.00	\$2,200.00
16	--	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	12	\$6.30	\$75.60
17	--	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	4250	\$0.70	\$2,975.00
18	--	CHANNELIZER (SURFACE MOUNTED)	EA	130	\$21.00	\$2,730.00
19	--	OBLITERATE SURFACING	SQYD	270	\$7.00	\$1,890.00
20	--	REMOVE METAL BEAM GUARD RAILING	LF	110	\$9.00	\$990.00
21	--	REMOVE PAINTED TRAFFIC STRIPE	LF	4000	\$0.50	\$2,000.00
22	--	REMOVE PAINTED PAVEMENT MARKING	FT2	85	\$5.25	\$446.25
23	--	REMOVE ROADSIDE SIGN	EA	22	\$160.00	\$3,520.00
24	--	REMOVE ASPHALT CONCRETE DIKE	LF	1130	\$2.00	\$2,260.00
25	--	REMOVE INLET	EA	2	\$160.00	\$320.00
26	--	REMOVE CULVERT	EA	2	\$800.00	\$1,600.00
27	--	RELOCATE FENCE	LF	830	\$11.00	\$9,130.00
28	--	RELOCATE ROADSIDE SIGN	EA	18	\$180.00	\$3,240.00
29	--	COLD PLANE AC PAVEMENT	SY	780	\$7.25	\$5,655.00
30	--	REMOVE CONCRETE CURB	CY	61	\$65.00	\$3,965.00
31	--	REMOVE CONCRETE (MISCELLANEOUS)	CY	59	\$65.00	\$3,835.00
32	--	CLEARING & GRUBBING	LS	1	\$18,000.00	\$18,000.00
33	--	REMOVE TREE	EA	15	\$340.00	\$5,100.00
34	--	ROADWAY EXCAVATION	CY	1830	\$40.00	\$73,200.00
35	--	LEAD COMPLIANCE PLAN	LS	1	\$2,600.00	\$2,600.00
36	--	EROSION CONTROL	CY	40	\$21.00	\$840.00
37	--	HIGHWAY PLANTING	LS	1	\$9,000.00	\$9,000.00
38	--	EROSION CONTROL (COMPOST BLANKET)	CY	40	\$21.00	\$840.00
39	--	EROSION CONTROL (HYDROSEED)	SQFT	18400	\$0.25	\$4,600.00
40	--	PLANT ESTABLISHMENT WORK	LS	1	\$9,300.00	\$9,300.00
41	--	MAINTAIN EXISTING PLANTED AREA	LS	1	\$8,700.00	\$8,700.00
42	--	IRRIGATION SYSTEM	LS	1	\$3,100.00	\$3,100.00
43	--	IRRIGATION SYSTEM	LS	1	\$10,000.00	\$10,000.00
44	--	EXTEND IRRIGATION CROSSOVER (12" WSP)	LF	11	\$70.00	\$770.00
45	--	CLASS 2 AGGREGATE BASE	CY	1350	\$47.00	\$63,450.00
46	--	SLURRY SEAL	TON	152	\$285.00	\$43,320.00

47	--	HOT MIX ASPHALT (TYPE A)	TON	2700	\$73.00	\$197,100.00
48	--	PAVEMENT REINFORCING FABRIC	SQFT	160	\$4.25	\$680.00
49	--	PLACE ASPHALT CONCRETE (MISC AREA)	SQYD	450	\$8.75	\$3,937.50
50	--	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	240	\$3.00	\$720.00
51	--	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	980	\$3.00	\$2,940.00
52	--	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	180	\$3.00	\$540.00
53	(F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	4	\$475.00	\$1,900.00
54	--	MINOR CONCRETE (BACKFILL)	CY	2	\$200.00	\$400.00
55	--	ROADSIDE SIGN - ONE POST	EA	13	\$315.00	\$4,095.00
56	--	INSTALL SIGN (STRAP & SADDLE BRACKET METHOD)	EA	1	\$180.00	\$180.00
57	--	12" REINFORCED CONCRETE PIPE	LF	32	\$50.00	\$1,600.00
58	--	18" CORRUGATED STEEL PIPE (0.079" THICK)	LF	60	\$53.00	\$3,180.00
59	--	36" PRECAST CONCRETE PIPE INLET	LF	3	\$155.00	\$465.00
60	--	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	10	\$175.00	\$1,750.00
61	--	ROCK SLOPE PROTECTION FABRIC	SQYD	36	\$3.00	\$108.00
62	--	MINOR CONCRETE (CURB)	CY	12	\$330.00	\$3,960.00
63	--	MINOR CONCRETE (TEXTURED PAVING)	SQFT	3400	\$5.50	\$18,700.00
64	(F)	MISCELLANEOUS IRON & STEEL	LB	236	\$2.00	\$472.00
65	--	DELINEATOR (CLASS 1)	EA	21	\$10.00	\$210.00
66	--	METAL BEAM GUARD RAILING	LF	200	\$26.00	\$5,200.00
67	--	VEGETATION CONTROL (RUBBER MAT)	SQYD	110	\$51.00	\$5,610.00
68	--	DEAD END BARRICADE	EA	1	\$2,100.00	\$2,100.00
69	--	TRANSITION RAILING (TYPE WB)	EA	3	\$3,300.00	\$9,900.00
70	--	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	\$600.00	\$600.00
71	--	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3	\$2,500.00	\$7,500.00
72	--	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	\$2,100.00	\$2,100.00
73	--	4" THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	10300	\$0.60	\$6,180.00
74	--	8" THERMOPLASTIC TRAFFIC STRIPE	LF	1,590	\$1.00	\$1,590.00
75	--	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,880	\$3.25	\$6,110.00
76	--	PAVEMENT MARKER (RETROREFLECTIVE)	EA	430	\$3.20	\$1,376.00
77	--	SIGNAL AND LIGHTING (LOCATION 1)	LS	1	\$101,000.00	\$101,000.00
78	--	SIGNAL AND LIGHTING (LOCATION 2)	LS	1	\$105,000.00	\$105,000.00
79	--	HIGHWAY LIGHTING (MODIFY)	LS	1	\$12,500.00	\$12,500.00
80	--	MAINTAIN EXISTING TMS ELEMENTS DURING CONSTRUCTION	LS	1	\$550.00	\$550.00
81	--	INTERCONNECTION CONDUIT AND CABLE	LS	1	\$10,500.00	\$10,500.00
82	--	INTERCONNECTION CONDUIT AND CABLE (CITY)	LS	1	\$15,500.00	\$15,500.00
83	--	MOBILIZATION	LS	1	\$22,200.00	\$22,200.00

TOTAL \$ 944,450.35

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 50 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
Interim City Manager

By: _____

Date: _____

Attest:

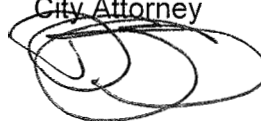
Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT to provide Design Engineer/Construction Administration Services for the State Route 99/Harney Lane Interim Improvement: Project" (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain

in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub

consultant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: Mark Thomas & Company, Inc.
 7300 Folsom Boulevard, Suite 203
 Sacramento, CA 95826

Section 4.09 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

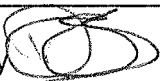
CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
INTERIM CITY MANAGER

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney

By _____
Janice D. Magdich
Deputy City Attorney 

By: _____
Its: _____

Attachments:
Exhibit A – Scope of Services & Fee Proposal
Exhibit C – Insurance Requirements

Services Provided

Per your request, Mark Thomas & Company, Inc. (MTCO) is pleased to submit this scope and fee to provide construction support for the Route 99/Harney Lane Interim Improvement project located in the City of Lodi. The construction support will consist of bidding assistance, construction assistance and construction staking provided by MTCO. Vali Cooper & Associates (VC&A) and their subconsultant RMA Group will provide construction management, inspection and material testing. The services are described in detail below.

1.1 Bidding Assistance – This Item has been Removed.

MTCO will be available to answer questions, as needed, during the bidding process. MTCO has provided an allowance for this task. The allowance will be spent based on time and materials. If additional fees are needed to continue Bidding Assistance, MTCO will notify the City of Lodi.

1.2 Construction Assistance

The MTCO Team will provide the following services as requested by the City:

- MTCO will provide ongoing consultation and interpretation of contract documents as required and review proposed change orders if requested by Construction Manager.
- MTCO will review submittals and shop drawings, when requested by the Construction Manager and provide construction assistance as required. A total of three (3) site visits are included with this task.
- MTCO will prepare Record Drawings of the completed project based upon a redlined set of As-Built plans to be provided by the Contractor.

MTCO has provided an allowance for this task. The allowance will be spent based on time and materials. If additional fees are needed to continue Construction Assistance, MTCO will notify the City of Lodi.

1.3 Construction Staking

SUMMARY:

MTCO will provide one set of stakes for the following **Tasks 1.3.3-1.3.9**. Additional staking (i.e. staking beyond that described herein, or restaking due to lost or destroyed stakes) will be performed as approved by the Resident Engineer and compensated as extra work.

Construction staking services will be performed in accordance with the work as outlined in Chapter 12 of the Caltrans Surveys Manual; Construction Surveys dated September, 2006, and will consist of construction survey services, including field surveys and the necessary office support to prepare the

survey notes and to coordinate staking requirements with the Resident Engineer.

Task 1.3.1 – Project Management

MTCO will perform project management for the survey tasks. MTCO will attend the Pre-Construction Kickoff Meeting and a total of three (3) site visits and/or weekly project meetings with the city and/or construction management consultant to coordinate the staking.

Task 1.3.2 – Control Verification and Maintenance (1 crew mobilization)

Using conventional survey total station instruments, differential levels and global positioning system total stations, MTCO will check and verify project control points, and establish additional control points necessary for the survey layout for construction. Provide ongoing maintenance of layout control.

Task 1.3.3 – Clearing Limits (2 crew mobilization)

Provide offset stakes for 2,900 +/- Linear Feet of Clearing Limits at 100 foot intervals along tangents and 50 foot intervals along curves, including all EC's, BC's, and Angle points.

Task 1.3.4 – Slope Stakes (1 crew mobilizations)

Provide offset stakes for 600 +/- LF of Slope Stakes at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC's, BC's, and grade breaks.

Task 1.3.5 – Rough Grade Stakes (2 crew mobilizations)

Provide offset stakes for 2,900 +/- LF of Rough Grade at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC's, BC's, CR's, Angle Points and grade breaks with offsets to ES or EP.

Task 1.3.6 – Finish Grade Stakes (3 crew mobilizations)

Provide offset stakes for 3,400 +/- LF of Finish Grade at 50 foot intervals along tangents, 25 foot intervals along curves, including all EC's, BC's, CR's, Angle Points and grade breaks for roadway.

Task 1.3.7 – Drain Systems (2 crew mobilizations)

Provide offset stakes for drain systems 1-4. Two offset stakes will be provided for drain inlets or concrete collar.

Task 1.3.8 – Electrical (2 crew mobilizations)

Provide stakes for: 11 street lights and minor sign poles. These elements will be staked with 2 offset and line stakes showing cut/fill to top of curb or to finish grade if not controlled by adjacent facilities or adjacent construction staking.

Task 1.3.9 – Fence (2 crew mobilizations)

Provide stakes for 700 +/- LF of Right of Way fencing at 100 foot intervals along tangents and 50 foot intervals along curves, including all EC's, BC's, Angle Points.

This proposal excludes the following tasks:

- Staking Erosion Control.
- Staking Temporary Railing (Type K).
- Staking Electrical equipment, Vaults, Conduit and Signals except as noted in Task 1.3.8.
- Staking Construction Area signs.
- As Built Surveys to verify quantities.
- Staking for Striping, Signs and Metal Beam Guardrail
- Staking the sawcut he .

Assumptions and Contractor Responsibilities:

1. Requested Crew Mobilizations in excess of that listed for each task shall be pre-authorized by the Resident Engineer and billed as extra work above the contracted amount.
2. Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner.
3. After a survey request is received and the survey field crews are mobilized to an area that is not ready for stakes, the Resident Engineer will be charged a minimum of 4 hours of field crew time as an extra above the contracted amount.
4. Discuss scheduling of staking needs by providing a 3 week look-ahead schedule of operations and time estimates and discuss staking needs/operations with MTCO Surveys.
5. Requests for construction stakes to be a minimum of 48 hours in advance of starting an operation that will use the stakes. Friday to Monday does not constitute 48 hours notice. In the event that a staking operation is estimated to take more than one day to complete, add 24 hours to the minimum 48 hours advance notice for each estimated additional day.
6. Submit requests for construction stakes ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within 5 days of staking.
7. Establish priorities for requested construction stakes and note the priorities on the staking request if none is given the staking will take place in the order received.

8. Preserve all construction stakes.
9. Set all “flat-work” stakes (i.e. “bluetops”).
10. If the area or facility is not prepared satisfactorily for the stakes, as determined by the Resident Engineer, the staking request will be voided by the Resident Engineer and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared.
11. If the staking provided appears to have discrepancies or is ambiguous, a request for clarification must be received within 24 hours of the time of staking. If the original staking provided has undergone unit conversion, altered or disturbed then the contractor assumes all responsibility of the accuracy of the conversions and/or alterations.

1.4 Construction Management

Vali Cooper & Associates (VC&A) will provide (1) full-time construction inspector, and (1) part-time Resident Engineer. VC&A will perform full construction management services including, but not limited to:

- Constructability/Bidability Review
- Pre-Construction Conference
- Utility Coordination
 - Schedule Review
- Field Inspection
- Contract Administration
- Project Closeout Services

VC&A will also provide, through our sub-consultant, RMA Group, materials testing services in compliance with the Caltrans Local Procedures Manual. A company profile and resumes for the proposed staff are attached for your review.

The assumptions made for this proposal include:

- Hours to be adjusted as requested by the City of Lodi.
- City will provide field office for project files and plans.
- Project to start November 1, 2010 with a duration of 50 working days.

1.5 As Built Drawings

The amount shown in the fee table is an allowance. MTCO team will be available for preparation of “As-built” plans to reflect any changes made to the design plan. It is assumed that the Resident

Engineer will provide complete record drawings kept by the Contractor to MTCO. The MTCO team will provide drafting services to reflect those changes.

Mark Thomas & Company Inc. - Route 99/Harney Lane Interim Improvement Project - Construction Support - Fee Proposal

PROJECT TASK	MARK THOMAS & COMPANY INC. MANHOURS											MARK THOMAS & COMPANY INC. FEE											Vail Cooper		
	Principal	Project Manager	Proj. Engineer	Design. Engr	Student Assistant	Survey/CADD Tech.	Survey Manager	Land Surveyor	Survey Crew	Single Chief	SUBTOTAL	Principal	Project Manager	Proj. Engineer	Design. Engr	Student Assistant	Survey/CADD Tech.	Survey Manager	Project Surveyor	Survey Crew	Single Chief	SUBTOTAL	SUBTOTAL	TOTAL FEE	
												\$ 290.00	\$ 172.00	\$ 142.00	\$ 105.00	\$ 80.00	\$ 95.00	\$ 140.00	\$ 110.00	\$ 240.00	\$ 100.00				
Task 1: Construction Support																									
1.1 Bidding Assistance - Removed from Scope													0			0								0	
1.2 Construction Assistance			24	24							48	0	0	3,408	2,520	0	0	0	0	0	0	5,928		5,928	
1.3 Construction Staking				32		66	26	68	104	9	305	0	0	0	3,360	0	6,270	3,640	7,480	24,960	900	46,610		46,610	
1.4 Construction Management																							106,020	106,020	
1.5 As Built Drawings				8		32						0	0	0	840	0	3,040	0	0	0	0	3,880		3,880	
Reimbursables																						0	7,300	7,300	
5% Consultant Mark-up																						5,662		5,662	
CONTRACT SERVICES TOTAL	0	0	24	64	0	98	26	68	104	9	353	0	0	3,408	6,720	0	9,310	3,640	7,480	24,960	900	62,080	113,320	175,400	



5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u></p> <p>\$1,000,000 Ea. Occurrence</p> <p>\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p> <p>\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>ERRORS AND OMISSIONS LIABILITY</u></p> <p>\$1,000,000 Ea. Occurrence</p> | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and FEHR & PEERS (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT to "Prepare Traffic Signal Coordination Plans and Provide Construction Support Services for the State Route 99/Harney Lane Interim Improvement Project" (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

2.2 Time For Completion and of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain

in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub

consultant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: Fehr & Peers
 Transportation Consultants
 2990 Lava Ridge Court, Suite 200
 Roseville. Ca 95661

Section 4.09 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

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Section 16 Integra and ti

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CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.


CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
INTERIM CITY MANAGER

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney

By _____
Janice D. Magdich
Deputy City Attorney 

By: _____
Its: _____

Attachments:
Exhibit A – Scope of Services & Fee Proposal
Exhibit C – Insurance Requirements



RECEIVED

August 25, 2010

AUG 31 2010



Mr. Lyman Chang
Senior Civil Engineer
City of Lodi - Public Works Department
221 West Pine Street
PO Box 3006
Lodi, CA 95241-1910

Re: *Proposal to Prepare Traffic Signal Coordination Plans and Provide Construction Support Services for the State Route 99/Harney Lane Signal Project*

RS09-2689

Dear Mr. Chang:

Fehr & Peers is pleased to submit this proposal to provide traffic engineering services for the State Route 99/Harney Lane Signal Project. This proposal includes our scope of work and fee proposal to develop recommendations for signal coordination plans, assist with field implementation of traffic signal timing, and review contractor traffic signal submittals.

We appreciate the opportunity to submit this proposal. Please do not hesitate to call if you have any questions.

Sincerely,

FEHR & PEERS

Kristin D. Calia, P.E.
Senior Associate
C62461

Alan D. Telford, P.E.
Principal

PROJECT UNDERSTANDING

Based on correspondence with the City of Lodi, we understand that the City wants to assess whether signal coordination is needed on Harney Lane, due the Reynolds Ranch project. The study area would include the following four signalized (or soon to be signalized) intersections:

- Harney Lane / SR 99 Frontage Road (NB Off-Ramp)
- Harney Lane / SR 99 Frontage Road (SB Off-Ramp)
- Harney Lane / Melby Drive (new signal at entry to Reynolds Ranch development)
- Harney Lane / Stockton Street

The City of Lodi owns and operates the two signals at Melby Drive and Stockton Street using Econolite hardware and software. Caltrans owns and operates the signals at the two frontage road intersections with their own 2070 hardware and software. Our preliminary understanding is that the two hardware / software packages are not capable of communicating with one another.

We also understand that the City would like design assistance during construction of the Harney Lane / SR 99 Interim project, Our overall scope of work is outlined below.

SCOPE OF WORK

1. TECHNOLOGY RESEARCH AND DATA COLLECTION

Under this task we will collect all available traffic demand information and collection information regarding City / Caltrans traffic signal preferences and hardware specifications. This will include the following items of work

- Review the traffic study for Reynolds Ranch, noting traffic volumes, and traffic signal phasing recommendations;
- Obtain any available historic 24-hr tube counts and traffic volume data from our Harney Lane travel demand forecasting work;
- Schedule kickoff meeting with City staff to discuss traffic signal hardware and software, operational preferences, existing traffic signal timing parameters, school start and finish times if applicable;
- Collect information from Econolite regarding communication capabilities of City controllers;
- One field visit to the project intersections, making note of unique characteristics of the project area in order to calibrate the operations model.

2. PRELIMINARY CORRIDOR ANALYSIS AND RECOMMENDATIONS

Under this task Fehr & Peers will develop traffic analysis models of the project area. One model will be developed for all signals, for each peak period. We will use Synchro (Version 6) software to develop the model. Link speeds will be based on the observed travel speeds. Saturation flows will be set based on

engineering judgment, supplemented by actual saturation flows observed in the field. Aerial photos will be used as a background if available; otherwise we will use internet-based map graphics. We will also develop a SimTraffic simulation for each model. We will utilize the field information collected to calibrate the model, adjusting parameters as needed to match existing conditions as closely as possible.

Based on the model, Fehr & Peers will develop draft recommendations for signal timing plans for the AM and PM peak periods. The plans will be developed with the objective of maximizing through movement progression while maintaining reasonable levels of delay for the side street approaches. The recommendations will include cycle lengths, signal groupings, implementation times, phase splits and offsets. We will prepare a brief technical memorandum explaining the process by which we arrived at the recommendations, and deliver it to the City and Caltrans for their review and comment.

We have budgeted to attend one meeting with City and Caltrans staff to receive and address comments and questions.

Deliverables: Synchro/ SimTraffic models for two peak periods

Draft Recommendations Technical Memorandum

3. FINAL RECOMMENDATIONS

Fehr & Peers will collect and address comments received on the Draft Recommendations Memorandum and develop final recommendations for the signal coordination plans. We will prepare proposed Time-Space Diagrams (TSD's) based on the finalized models. All of the proposed modifications and final recommendations will be summarized in a Final Recommendations Memorandum, which we will present to the City for their review. The memorandum will also include the TSD's, and indicate expected progression bandwidth for each direction.

Deliverables: Final Synchro/ SimTraffic (v.6) models for two peak periods

Final Recommendations Technical Memorandum

4. FIELD IMPLEMENTATION AND FINE-TUNING

Once the final recommendations have been reviewed and approved for implementation by the City and Caltrans, Fehr & Peers will modify the timing sheets with the appropriate changes. We will make modifications by hand and deliver to City and Caltrans staff.

Fehr & Peers staff will be present during the implementation of the modified timings, to answer questions from City signal technicians and/or electricians. It is our assumption that City / Caltrans staff will be primarily responsible for making any changes to controller databases.

Once the timings have been implemented, Fehr & Peers staff will work with the City to fine-tune the signal timings in the field. This will be accomplished by driving the corridors several times during each peak hour to observe progression, but also to individually observe each intersection to ensure that the phase split times are adequate.

[illegible]



5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u></p> <p>\$1,000,000 Ea. Occurrence</p> <p>\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p> <p>\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>ERRORS AND OMISSIONS LIABILITY</u></p> <p>\$1,000,000 Ea. Occurrence</p> | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.



S J C O G, Inc.

555 East Weber Avenue • Stockton, CA 95202

(209) 468-3913 • FAX (209) 468-1084

*San Joaquin County Multi-Species Habitat Conservation &
Open Space Plan (SJMSCP)*

Harney Lane Interim Improvements Project
APN: 197-020-13 and 197-020-14
SJMSCP Incidental Take Minimization Measures

Date: March 1, 2010

Findings: Potential Swainson's hawk nesting/foraging habitat; potential midvalley fairy shrimp and vernal pool tadpole shrimp habitat

Total Disturbed Acres Anticipated: 2.969

Habitat Types to be Disturbed: Urban, Agricultural, and Multi-Purpose Habitat Land

Project Jurisdiction: City of Lodi

Advisory Statements

After inspecting the project site, and project site conditions, the San Joaquin Council of Governments (SJCOG) provides the following *advisory statements* to the applicant. No further action is required with the SJCOG with respect to the following statements. SJCOG does not accept any liability for the accuracy of these statements since each regulatory agency discussed below must determine the extent of its own regulatory authority with respect to the proposed project. Nonetheless, we are reasonably confident that the advice provided in this paragraph is sound. The proposed project as reviewed will not likely affect areas/habitats that would be regulated by the California Department of Fish and Game (CDFG) pursuant to Section 1602 of the Fish and Game Code (i.e., will not require a streambed alteration agreement).

It should be noted that two important federal agencies (U.S. Army Corps of Engineers and the California Regional Water Quality Control Board) have not issued permits to the SJCOG and so payment of the fee to use the SJMSCP will not modify requirements now imposed by these two agencies. **Potential waters of the United States [pursuant to Section 404 Clean Water Act] may occur on the project site.** It therefore may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would likely be required from each of these resource agencies prior to impacting these features on the project site.

Conditions

Prior to Issuance of a Building Permit:

Please pay the appropriate fee payment to SJCOG, Inc. for the disturbance of

- 0.94 acres of Multi-Purpose(C2) Habitat Land at the rate of \$7,307.00 per acre for a total of \$6,868.58 no greater than 30 days prior to ground disturbance.
- 1.34 acres of Agriculture (C34) Habitat Land at the rate of \$14,615.00 per acre for a total of \$19,584.10 no greater than 30 days prior to ground disturbance.
- 0.682 acres of Urban (U) Habitat Land at the rate of \$0.00 per acre: Fee Exempted Land

Note: If fees are not **paid** prior to January 1, 2011 this project will be subject to the subsequent fee increase, and the fee above will no longer be applicable.

Between 14 and 30 calendar days before ground disturbance:

1. No applicable conditions

Prior to commencing ground disturbance:

2. Preconstruction surveys are required to verify implementation of the following incidental take minimization measures:

5.2.4.11 Swainson's Hawk

The Project Proponent has the option of retaining known or potential Swainson's hawk nest trees (i.e., trees that hawks are known to have nested in within the past three years or trees, such as large oaks, which the hawks prefer for nesting) or removing the nest trees.

If the Project Proponent elects to retain a nest tree, and in order to encourage tree retention, the following Incidental Take Minimization Measure shall be implemented during construction activities:

If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest.

If the Project Proponent elects to remove a nest tree, then nest trees may be removed between September 1 and February 15, when the nests are unoccupied.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1 (G).

5.2.4.4 Vernal Pool Plants and Vernal Pool invertebrates

Full avoidance of succulent owl's clover, legumere, Greene's tuctoria, longhorn fairy shrimp and Conservancy fairy shrimp is required by the SJMSCP in accordance with the full avoidance measures in Section 5.5.9. For all other vernal pool plants and vernal pool invertebrates:

A. Filling vernal pools shall be delayed until pools are dry and samples from the top layer of vernal pools soils are collected. Soil collections shall be sufficient to include a representative sample of plant and animal life present in the pools by incorporating seeds, cysts, eggs, spores and similar inoculum.

B. Collected soils shall be dried and stored in pillow cases labeled with the date and location of soils collected. Soils will be deposited with the JPA. The JPA shall retain the soils in a cool, dry area and shall be responsible for providing soils to vernal pool construction managers for inoculating newly created vernal pools on Preserve lands.

C. Preconstruction surveys, conducted in compliance with U.S. Fish and Wildlife Service protocols [as required in Section 5.2.2.5(E)] approved and in place at the time the surveys are conducted, shall be conducted to determine the presence or absence of Conservancy and/or longhorn fairy shrimp within vernal pools or other wetlands located southwest of I-580 in the **Southwest Zone** unless avoidance of vernal pools and/or wetlands is achieved in compliance with SJMSCP Section 5.5.9.

During project construction:

- 2 All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the construction site.

In reliance on the Section 10(a)(1)(B) Permit issued by the United States Fish and Wildlife Service and the Section 2081(b) Incidental Take Permit issued by the California Department of Fish and Game, the city of Lodi has consulted with and agreed to allow coverage pursuant to the SJMSCP for the **Harney Lane Interim Improvements Project**, its successors, agents and assigns pursuant to the "Implementation Agreement for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan" which will allow the **Harney Lane Interim Improvements Project**, its successors, agents and assigns to construct, operate and maintain the Project commonly known as the **Harney Lane Interim Improvements Project**, which could result in a legally permitted Incidental Take of the SJMSCP Covered Species in accordance with and subject to the terms and conditions of the **Harney Lane Interim Improvements Project**, which is located at **APN: 197-020-13 and 797-020-74** approved by San Joaquin County. This Certification applies only to activities on the subject parcel(s) which are carried out in full compliance with the approved plans for the **Harney Lane Interim Improvements Project**, Section 10(a)(1)(B) Permit, and Section 2081(b) Incidental Take Permit conditions.

I have read, acknowledge, and agree to the preceding conditions:

for **Harney Lane Interim Improvements Project**

Date

Please **Print** Name Here

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2010-177

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT
FOR STATE ROUTE 99/HARNEY LANE INTERIM IMPROVEMENT
PROJECT, AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENTS FOR CONSTRUCTION
ADMINISTRATION AND TRAFFIC SIGNAL COORDINATION AND
SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION
AND OPEN SPACE PLAN INCIDENTAL TAKE MINIMIZATION
MEASURES AGREEMENT, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 29, 2010, at 11:00 a.m., for the State Route 99/Harney Lane Interim Improvement project, described in the plans and specifications therefore approved by the City Council on August 18, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Knife River Construction	\$ 944,450.35
George Reed, Inc.	\$ 969,133.50
Teichert Construction	\$ 973,663.68
Granite Construction	\$1,124,037.00
Bay Cities Paving & Grading	\$1,234,135.66

WHEREAS, staff recommends awarding the contract for the State Route 99/Harney Lane Interim Improvement project to the low bidder, Knife River Construction, of Stockton, California; and

WHEREAS, this project has been reviewed by San Joaquin County Multi-Species Habitat Conservation and Open Space Plan for habitat conservation, and the City is required to execute an Incidental Take Minimization Measures (ITMM) Agreement prior to the ground disturbance at the project site. Staff recommends that Council authorize the City Manager to execute the ITMM Agreement on behalf of the City; and

WHEREAS, staff recommends authorizing the City Manager to execute professional service agreements with Mark Thomas and Company, the design engineer for this project, to perform construction administration and inspection services, and Fehr & Peers Transportation Consultants to handle the traffic coordination service on the new signals for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the State Route 99/Harney Lane Interim Improvement project to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$944,450.35; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Incidental Take Minimization Measures Agreement on behalf of the City and pay fees in the amount of \$26,452.68; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute professional services agreements with Mark Thomas and Company for construction administration in the amount of \$175,400 and Fehr & Peers Transportation Consultants for traffic signal coordination in the amount of \$13,990; and

BE IT FURTHER RESOLVED that funds in the amount of \$690,000 be appropriated from Regional Transportation Impact Fees and \$60,000 from Measure K funds.

Dated: October 20, 2010

=====

I hereby certify that Resolution No. 2010-177 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 20, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and
Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE L. MOUNCE

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET

P.O. BOX 3006

LODI, CALIFORNIA 95241-1910

(209) 333-6706

FAX (209) 333-6710

EMAIL pwdept@lodi.gov

<http://www.lodi.gov>

October 15, 2010

KONRADT BARTLAM
Interim City Manager

RANDI JOHL
City Clerk

D. STEVEN SCHWABAUER
City Attorney

F. WALLY SANDELIN
Public Works Director

Kim Whitney
Capital Projects Group
1425 River Park Drive, Ste. 201
Sacramento, CA 95815-4513

Knife River Construction
655 W. Clay Street
Stockton, CA 95206-1722

Ken Doty
Mark Thomas & Company
7300 Folsom Blvd., Ste. 203
Sacramento, CA 95826

Dale Gillespie
RMC Company
1420 S. Mills Ave., Ste. K
Lodi, CA 95242

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the State Route 99/Harney Lane Interim Improvements Projects and Appropriating Funds in the Amount of \$1,500,000 for the Total Project: A) Knife River Construction, of Stockton, for Construction (\$944,450); B) Mark Thomas & Company, of Sacramento, for Construction Administration (\$175,400); C) Fehr & Peers Transportation Consultants, of Roseville, for Traffic Signal Coordination (\$13,990); and D) SJCOG for Incidental Take Minimization Measures Agreement (\$26,452)

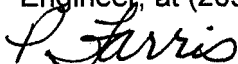
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, October 20, 2010. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Senior Civil Engineer, at (209) 333-6800, extension 2665.



F. Wally Sandelin
Public Works Director

for:

FWS/pmf
Enclosure
cc: City Clerk